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US EPA RECORDS CENTER REGION 5

MINCO HASTE-AVAY SERVICE, ELRHART, INDIANA by and between (hereinafter called CONTRACTOR) and MILES LABORATORIES. INC., Elkhart, Indiana (hereinafter called OWNER).

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1. CONTRACTOR agrees to perform the following work for and upon the premises of OWNER 1127 Hyrtle Stroot, Elkhart, Indiana

work is described as follows: Furnish supervision, Inbor, materials, tools and equipment to remove waste materials from Owner's plant as follows:

- 1. From Owner's Citric Acid Plant, known as Plant No. 4, HeMaughton Street, remove such vaste as may be deposited in Contractor's containers of approximately 16 cubic yards capacity. Contractor will not be responsible for eleanup of spillage from Owner's filling operations at this location.
- 2. From Owner's property location designated as Plant No. 4, Heintonence Shop Bost, remove such waste as may be deposited in Contractor's container of approximately 9 cubic yards capacity. From location designated as Plant No. 1, remove such waste as may be deposited in Contractor's containers of approximately 14 cubic yards capacity. From location designated as Plant No. 3, remove such state as may be deposited in Contractor's containers of approximately -15- gubic yards capacity. -/4-From location designated as Owner's Dextrosa Plant, remove such wasta as may be deposited on Contractor's containers of approximately 6 cubic yards capacity. Contractor will be responsible for eleanup of spillage from areas around containers at these locations.

Contractor agrees to provide at all times sufficient emptied containors at the points designated above, and agrees to keep said containers painted and in seculy repair. Contractor further agrees to cover the waste from Owner's Citric Acid Plant with sufficient quantities of earth to keep odors at an absolute CH minimum in those residential areas surrounding Contractor's dumping locations. Of

For accounting purposes, Owner will issue two Furchase Orders each calendar year for work described in this contract. One Purchase Order will reference the work to be done at Owner's Citric Acid Plant. The second Purchase Order will be for all other work. Contractor shall submit invoices, together with delivery slips or work tickets signed by Owner's representative, separately for each Purchase Order.

Contractor and Owner agree that this contract will supercade and cancell all other contracts as may now be in effect between the two parties, and further agree that this contract will remain in effect indefinitely, subject to a ninety-day whitten notice of termination by either party.

Taymonts to Contractor shall be based upon the following ratus:

LOCATION	APPROXIMATE CONTAINER SIZE	PRICE PER LOAD
Cittle Acid Plant	16 cu. yd.	\$11.50
Citric Acid Plant	9 cu. yd.	\$10.00
Pextrese Plant	6 cu. yd.	\$10.00
Plant No. 1	14 cu. yd.	\$11.00
Plaat No. 3	14 cu. yd.	\$10.00

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ACTOR iso that All work and materials mentioned in the specifications and not shown in the drawings or shown in the drawings at. Not mentioned in the specifications at included in the work and materials to be performed and furnished. Also any work and materials not specifically mentioned in the specifications and not shown in the drawings but necessary to complete the entire work in all its details as shown and intended are so included. All workmanship shall be first class and unless otherwise specified all materials and equipment incorporated in the work shall be new and the best of their respective kinds for the purpose.

Work Schedule 2. Time is of the essence of this contract in each and every provision hereof and CONTRAC-TOR agrees to perform the work with diligence, to furnish a sufficient number of skilled workmen and ample materials, supplies and equipment and, except for any extensions of time granted by ONNER'S representative, to perform the work in compliance with the following work schedule: Work shall be completed on a day to day basis, with Contractor scheduling

work shall be completed on a day to day basis, with contractor schedul workforce to comply with terms of this contract all times.

Provided that an appropriate extension of time covering such part of the work as is affected shall be granted if CONTRACTOR shall be delayed at any time in the progress of the work by any act or omission of OWNER or any agent or employee of OWNER or by any separate contractor employed by OWNER or by changes ordered in the work. No extension of time shall be allowed, however, for any such act or omission unless CONTRACTOR shall give OWNER written notice of claim therefor within ten (10) days after the occurrence of such act or omission or for any such changes unless such extension shall be provided in OWNER'S written change order.

Responsibility for the Work 3. CONTRACTOR shall be responsible for the care and protection of all work and materials and upon completion of the contract and final acceptance shall deliver the work to OWNER complete and undamaged with said premises clean and in good order. CONTRACTOR assumes the risk of damage or loss and OWNER shall not be responsible until the final acceptance for any damage to or loss of any part of the work covered by this contract or to any materials, supplies or equipment used or to be used in or about the said work caused by fire, water, wind, theft, vandatism, malicious mischief, negligence, acts of Providence, or any other cause except errors in the Contract Documents or a wrongful act or omission by OWNER, its agents or employees.

Contractor's Duty to Replace 4. In addition to any performance guarantee or other guarantee of CONTRACTOR GON-TRACTOR agrees to correct or replace, free of charge or expense to OWNER, any defective labor, workmanship or materials performed or furnished under this contract. Such obligation of CONTRACTOR shall be binding for a period of one year after the work is completed and accepted by OWNER.

Payment

5. OWNER agrees to pay CONTRACTOR for performance of the work and for all costs and expenses of CONTRACTOR in connection therewith (including all Federal, State and local taxes applicable to such work) the sum of

As set forth in Paragraph 1 of this contract.

as follows:

Waiver of Lien and Contractor's Affidavit 6. With each application for either partial or final payment hereunder, CONTRACTOR shall furnish to OWNER a Waiver of Lien and a Contractor's Affidavit to the extent of such payment on OWNER'S Form. CONTRACTOR by express stipulation in each of its subcontracts shall require that with each application for either partial or final payment each of its Subcontractors shall furnish to CONTRACTOR a Waiver of Lien and a Contractor's Affidavit in form similar to OWNER'S Form. Upon written request of OWNER, CONTRACTOR shall furnish to OWNER said Waivers of Lien and Contractor's Affidavits of its Subcontractors and upon like request shall obtain and furnish to OWNER Waivers of Lien from all other persons furnishing any materials or performing any work in connection with CONTRACTOR'S performance under this Contract.

Performance and Breach by Contractor

If CONTRACTOR fails to perform the work according to the work schedule or if at any time it shall appear to OWNER's satisfaction CONTRACTOR will be unable or is unwilling to so perform, or if CONTRACTOR deviates from the provisions of this contract or the drawings, specifications, general conditions or instructions, or commits or permits any other breach of contract, OWNER, after four (4) days' written notice to CONTRACTOR, may provide, either directly or by contract, such labor and materials as in its judgment are required to complete performance of the work in accordance with this contract or to correct and supply any errors or omissions in the work, and may charge the costs thereof, including taxes, insurance and overhead, to the account of CONTRACTOR. Said costs, together with any damages sustained by OWNER, may be deducted from any unpaid balance due or to become due under the contract and CONTRACTOR shall remain liable to pay any costs or damages not so deducted. If in the judgment of OWNER any failure of performance by CONTRACTOR shall be deemed material, OWNER at its election may by written notice to CONTRACTOR immediately terminate or reseind the contract and complete the work itself or contract the work to others. If OWNER shall provide labor and materials for the account of CONTRACTOR or shall terminate or rescind the contract as aforesaid, OWNER may take possession of and utilize in completing the work any materials, supplies, tools and equipment of CONTRACTOR as may then be on the job site.

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Breach by Contractor

Indemnity

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charged to the account of CONTRACTOR as aforesaid and of any damages sustained by OWNER d by the party from whom it is due to the party in whose favor it is due.

9. CONTRACTOR agrees to indemnify, defend, and save harmless OWNER from and against any and all suits, actions, claims, damages or costs (including attorney's fees) arising out of the infringement or alleged infringement of any patent by any product or apparatus furnished by CONTRACTOR or any subcontractor and incorporated in the work under this contract or by any product, apparatus, process or design used by CONTRACTOR or any subcontractor in the performance of the work. CONTRACTOR agrees to indemnify OWNER for any and all loss of or damage to the property of OWNER and to indemnify, defend and save harmless OWNER from and against any and all suits, actions, claims, damages or costs (including attorney's fees) arising out of loss of or damage to the property of any other person or persons whomsoever (including but without limitation all materials, supplies, equipment or other property of CONTRACTOR or any subcontractor or any separate contractor) or arising out of injury to or death of any person or persons whomsoever (including but not limited to CONTRACTOR, any subcontractor, any separate contractor or the employees or agents of any of them), in the event that any such loss, damage, injury or death shall result directly or indirectly from any act or omission of CONTRACTOR or of any subcontractor or of the employees or agents of either of them occurring either in the performance of this contract or outside said performance but in, on or about the premises where the work is to be performed.

10. CONTRACTOR shall carry insurance as specified below with an insurance carrier or carriers to be first approved by OWNER:

A. Workmen's Compensation Insurance (or state approved equivalent) covering all employees in any way engaged in the performance of the contract if required by state law, or if not so required, Employer's Liability Insurance with limits satisfactory to OWNER.

B. Public Liability Insurance with limits of not less than \$59,000,000 for one person and \$100,000,00 for more than one person in any one accident or occurrence insuring all operations and activities (including automobile) of CONTRACTOR in connection with the performance of this contract, provided that OWNER shall not be named as an additional insured except upon OWNER'S written request therefor.

- C. Property Damage Insurance with limits of not less than 300000000 in any one accident or occurrence insuring all the operations and activities (including automobile) of CONTRACTOR in connection with the performance of this contract, provided that OWN-ER shall not be named as an additional insured except upon OWNER'S written request therefor.
- Such other insurance, or the insurance above described with such higher limits, as may be provided in this contract under the Description of Work.

BEFORE STARTING WORK CONTRACTOR shall furnish to OWNER duly executed certificates of the above insurance, which certificates shall state that such insurance is in force and will not be cancelled or released except upon thirty (30) days prior written notice to OWNER.

CONTRACTOR shall not suffer or permit any claim, lien, attachment or other encument brance to be put or remain upon said premises or other property of OWNER by CONTRACTOR or any third person whomsoever or any claim of a third person to be made against OWNER on account of any matter connected with the performance of this contract or any other contract between the parties, including without limitation the furnishing of materials, supplies and equipment and the performance of labor or services. CONTRACTOR shall not use in the performance of this contract any materials (except such as are to be furnished by OWNER) to which he does not have absolute title. Any such claim, lien, attachment or other encumbrance or any such claim of a third person shall preclude all right to any payment whatever under this contract until removed, and in the event the same is not removed OWNER may remove the same at the expense (including costs and attorneys fees) of CONTRACTOR and said expense may be deducted by OWNER from any sums due to CONTRACTOR from OWNER, and if the amount of payments made by OWNER to remove or satisfy any claim, lien, attachment or other ensumbrance of a third person exceeds the amount due or to become due CONTRACTOR, CONTRACTOR agrees to reimburse OWNER on demand for the excess amount so paid.

OWNER may, without notice to sureties, order extra work or make changes by altering. adding to, or deducting from the work; but, except in emergencies endangering life or property, no extra work or changes shall be done or made and no charge therefor shall be allowed except upon OWNER'S written change order setting forth the agreement of the parties as to extra costs, if any, and extension of time, if any. Such extra work and changes shall be executed in full compliance of all terms and conditions of this Agreement except as modified by said change order.

13. CONTRACTOR shall obtain all necessary permits and licenses, give all notices and comply with all laws, ordinances, rules, regulations or orders affecting the work (including those of the Board of Fire Underwriters), and shall pay all fees and charges in connection therewith. CONTRACTOR shall carefully examine the drawings and specifications and promptly notify OWN-ER in writing if the same are at variance with such laws, ordinances, rules, regulations or orders. CONTRACTOR agrees to bear all costs, expenses, damages and fines arising out of violations of such laws, ordinances, rules, regulations or orders by CONTRACTOR or any subcontractor (including all costs and expenses of conforming the work to the requirements thereof).

14. OWNER may award other contracts in connection with the work and CONTRACTOR agrees to cooperate fully with any other contractors and to coordinate his work with theirs so that

Insurance

\$100,000.00 \$300.000.00

\$ 25,000.00

Liens and Encumbrances

Changes and Extras

Permits and Regulations

Separate Contracts

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Safety

all work shall be do. in proper sequence and in accordance ith the work schedule. C TOR shall not commit or permit any act or omission which will interfere with the perfowork by any other contractor.

It shall be the duty of CONTRACTOR to provide for the safety of, and preventi dent or injury to, CONTRACTOR, his subcontractors and the employees, agents and invit of them while in, on or about the premises to be occupied or used in the prosecution of (including entrances, exits and rights of way) by carefully inspecting said premises before work and from time to time thereafter for any and all dangerous conditions or activities about said premises and by giving said persons such notice of dangerous conditions and by installing and maintaining at all times such safety devices, guards, barricades and dan and by adopting such other measures as shall be necessary to safeguard said persons a such dangerous conditions and activities however arising; to protect any and all other per fully in, or about said premises by similar measures against all dangerous conditions or arising out of work performed by CONTRACTOR or his subcontractors such as opening ground or structures, protruding objects, scaffolding hoists, derricks, obstructions and faterials; to comply with and enforce OWNER'S safety rules and directions and all applica eral, State and Local safety laws, ordinances, rules, regulations and codes; and upon co of the contract to leave his work in a condition conforming to all safety requirements. CO TOR shall not load or permit any part of any structure to be loaded with a weight that danger its safety and shall take suitable precautions against fire, electrical shockingas esc water damage.

Explosives or equipment utilizing open slames or heat sufficient to create combust as welding or cutting equipment, torches and heaters shall only be used with the prior authorization of OWNER'S representative and then only in strict compliance with the reregulations of OWNER and the directions of said representative.

- 16. CONTRACTOR shall employ in connection with the work under this contract on men of such labor affiliations as are satisfactory to OWNER.
- 17. CONTRACTOR shall not assign or transfer this contract or any interest hereur subcontract any work hereunder without the written consent of OWNER.
 - 18. CONTRACTOR shall furnish to OWNER a bond in the amount of S none

terms and conditions of this contract and the payment of all obligations for labor, materia plies and equipment furnished in connection with the work thereunder, the form of such be surety thereon to be satisfactory to OWNER. Such bond shall be paid for by

19. MAR: PREDOCE OF TELEBRICATION TO AN ARMAN ARMAN AND THE PROCESS OF TELEBRICATION OF THE STATE OF OF THE

20. Failure of OWNER to avail itself of any breach of this contract by CONTRACTO not be deemed to be a waiver of any subsequent breach, whether or not of a like kind or a

- 21. (a) The word "person" whenever used herein shall be deemed to include persons and corporations.
- (b) The term "work" includes the labor, materials, supplies and equipment nec to comply with all the provisions of this Agreement.
- (c) "Written notice" shall be deemed to have been duly served if delivered in per an individual or to a member of the firm or to an officer of the corporation for whom it is into or if delivered at or sent by registered mail to the business address of such individual, firm o poration.
- (d) The printed marginal notes shall not be deemed a part or a construction herec shall not in any way affect the construction of the text hereof.

22. This Agreement shall bind the respective parties and their heirs, executors, admin tors, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day year hereinabove set out.

Labor Affiliations Assignments

Performance Bond

Accounting Reference Number Non-Walver of Breach

Definitions

Successors

in the presence of:		
	Witness	

By Chas. 7-1. Theire & (or

By FURCHASIEG MANAGER

*"Bule Proprietor," "Pariner," or officer's title, if a corporation.